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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

LIZBETH VALDEZ,

Plaintiff,

vs.

**AT&T UMBRELLA BENEFIT PLAN
NO. 1,**

Defendant.

CASE NO. '16CV2613 W BGS

**COMPLAINT FOR DISABILITY
BENEFITS UNDER ERISA**

29 U.S. Code Section 1132(a)(1)(B)

Plaintiff LIZBETH VALDEZ alleges as follows:

1. At all times relevant herein, Plaintiff, LIZBETH VALDEZ, was an individual residing in San Diego County, California.
2. On or about April 2016, plaintiff became employed by Pacific Bell Telephone Company as a sales consultant.
3. Defendant, AT&T UMBRELLA BENEFIT PLAN NO. 1 (the Plan), was the group disability insurance plan sponsored by AT&T, INCORPORATED,

administered by Sedgwick, in which Pacific Bell Telephone Company was a participating member of the Plan.

4. The employer-sponsored group disability plan and the claim at issue in this action are governed by the *Employee Retirement Income Security Act of 1974 (ERISA)*, 29 U.S. Code Section 1001. *et. seq.*

5. On or about October 20, 2015 plaintiff became disabled within the definition of the disability benefit plan, and soon thereafter, and in a timely fashion, he made a claim for benefits under said plan; plaintiff received short term disability benefits under the plan for a limited time until his benefits were cutoff; plaintiff remains disabled as defined by the plan to this date, and continues to be eligible for both short term and long term disability benefits under the plan.

6. On or about April 25, 2016, plaintiff's claim for on-going benefits was denied effective April 18, 2016.

7. Plaintiff made a timely administrative appeal of the denial; the administrative appeal was denied in a letter dated July 28, 2016 thereby exhausting the Plan's administrative appeal process.

WHEREFORE, plaintiff prays judgment from the Court as follows:

1. Declaring that plaintiff is covered for past and ongoing disability benefits under the Plan;

2. For past-due benefits in the amount of approximately \$2,240 per month less appropriate offsets through the date of filing, and additional benefits accumulating at the same monthly rate;

3. For interest on past due benefits;

4. For reasonable attorney's fees;

5. For costs of suit herein;

6. For such other relief as the court deems proper.

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Dated: 10/20/16

ILER & ILER, LLP

By: s/ Virgil A. Iler
Virgil A. Iler
Attorneys for Plaintiff,
LIZBETH VALDEZ